

E. G. Cunningham & wife TO Lee Clinton

163

1089 MORTGAGE OF REAL ESTATE.

This Indenture, Made this 6th day of April A. D. 1908, between E. G. Cunningham and Mattie Cunningham his wife of Tulsa and W. S. Snyder and Lily V. Snyder his wife of Tulsa County, in the State of Oklahoma, of the first part, and Lee Clinton

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of One Thousand Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number nine in Block number nine in Lurdeau second addition to the City of Tulsa according to the plat on file in the Recorder's office in Tulsa County OK.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said E. G. Cunningham and Mattie Cunningham have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Sixty days after date we or either of us, promise to pay to the order of Lee Clinton one thousand dollars for value received negotiable and payable at the Bank of Commerce without defalcation or discount with interest from maturity at the rate of eight per cent per annum payable annually.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

E. G. Cunningham
Mattie A. Cunningham
W. S. Snyder
Lily V. Snyder

STATE OF OKLAHOMA. } ss.
Tulsa COUNTY.

Before me, Percy Collins a Notary Public in and for said County and State on this 6th day of April 1908, personally appeared E. G. Cunningham and Mattie Cunningham his wife and W. S. Snyder and Lily V. Snyder his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Dec 19 1911 (paid)

Percy Collins
Notary Public

This instrument was filed for Record on the 7th day of April A. D. 1908, at 9⁵⁵ o'clock A. M., and duly recorded the day of 19

By Deputy. Seal 16. C. & Walker Register of Deeds.

For value received, I acknowledge this action and payment in full of the within mortgage, and same is hereby released.
Lee Clinton